

Form PTO-1594

(Rev. 03/01)

OMB NO. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
ABC-NACO, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State - Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: TCF Railco Information Systems Corp.
Internal _____
Address: _____
Street Address: 335 Eisenhower Lane South
City: Lombard State: IL Zip: 60148

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation — State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 14, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached? Yes No

B. Trademark Registration No.(s) _____
See attached Schedule I

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Allison Engel, Esq.
Paul, Weiss, Rifkind, Wharton &
Internal Address: Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) _____ \$ 465.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0706

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Allison Engel [Signature] 1/29/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE 1

U.S. Trademarks

Trademarks	Registration Number	Date
ABC RAIL	1509921	10/25/88
ABC RAIL	1510875	11/1/88
ABC RAIL	1510876	11/1/88
ABC	1921481	9/26/95
ABC	1917830	9/12/95
ABC	1921861	9/26/95
Footprint design	1988969	7/23/96
Footprint	2006646	10/8/96
Hydra-Cell	1006266	3/11/75
RACOR	0169851	7/3/23
RACOR	0706620	11/1/60
RACOR	0173737	10/2/23
RACOR	0422784	8/13/46
RACOR DESIGN	0423512	9/3/46
RACOR DESIGN	0682840	8/4/59
Trackmang	0747472	4/2/63
SECURITY	1004189	2/11/75
S in Circle Design	0721875	9/26/61

EXECUTION COPY

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of January 14, 2002 made by ABC-NACO Inc., a Delaware corporation ("Assignor"), in favor of TCF Railco Information Systems Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademark registrations and applications listed on Schedule 1 attached hereto (the "Marks").

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill associated with the Marks; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of December 5, 2001, by and between Assignor and certain of its domestic subsidiaries named therein and Assignee, Assignor agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee;

NOW, THEREFORE, subject to the Section 363/365 Order (as defined in the Asset Purchase Agreement) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to the following, to be held and enjoyed by Assignee for its own use and benefit and for its successor and assigns as the same would have been held by Assignor had this Trademark Assignment not been made:

1. each of the Marks;
2. the goodwill of the business symbolized by and associated with the Marks;
3. that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority;
4. all rights to proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now or hereafter due or payable with respect thereto; and
5. all rights of action arising from the Marks, all claims by Assignor against third parties for past, present and future infringement of the Marks, and the right to sue and collect damages for such infringement.

Assignor further agrees, at the expense of Assignee, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment. Additionally, Assignor agrees to

TRADEMARK**REEL: 2405 FRAME: 0668**

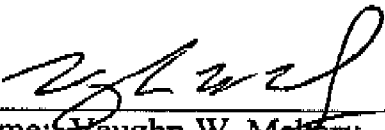
use its best efforts to promptly deliver to Assignee originals or copies of all files relating to the Marks and to provide to Assignee a list of the name, address and phone number or other contact information for all trademark agents and attorneys used by Assignor to assist with the registration or maintenance of Assignor's rights in and to the Marks outside of the United States, if any, and only to the extent that such information is readily available and in the Assignor's possession.

Assignor expressly disclaims all representations and warranties, either express or implied, with respect to the Marks. The Marks are being assigned to Assignee on an "as is where is" basis.

[Remainder of page intentionally left blank]

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

ABC-NACO INC.

By: 
Name: Vaughn W. Makary
Title: Chief Executive Officer and
President

[ABC-NACO Trademark Assignment]

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

On this 14th day of January, 2002 before me personally came Vaughn Hakey, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the CEO and Pres. of Assignor; he signed the instrument in the name of Assignor; and he had the authority to sign the instrument on behalf of Assignor.

Marisa A. Notardonato
Notary Public



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